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10
11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 THE SLIDING DOOR COMPANY, a California corporation,

14 Plaintiff,

15 v.

16 THE GLASS DOOR COMPANY, INC., d/b/a DOORS22, a Florida corporation,

17 Defendant.

18 Case No. 2:22-cv-07500-MCS-MAA

19
20 **[PROPOSED]
21 AMENDED STIPULATED
22 PROTECTIVE ORDER**

23
24 **STIPULATION**

25 **1. PURPOSES AND LIMITATIONS**

26 Discovery in this action is likely to involve production of confidential,
27 proprietary, or private information for which special protection from public
28 disclosure and from use for any purpose other than prosecuting this litigation may be
warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
the following Amended Stipulated Protective Order. The parties acknowledge that
this Amended Stipulated Protective Order does not confer blanket protections on all
disclosures or responses to discovery and that the protection it affords from public
disclosure and use extends only to the limited information or items that are entitled
to confidential treatment under the applicable legal principles. The parties further
acknowledge, as set forth in Section 1313 below, that this Amended Stipulated

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146630522.1

1 Protective Order does not entitle them to file confidential information under seal;
2 Local Rule 79-5 sets forth the procedures that must be followed and the standards
3 that will be applied when a Party seeks permission from the Court to file material
4 under seal.

5 **2. GOOD CAUSE STATEMENT**

6 This action is likely to involve trade secrets, competitively sensitive
7 information, customer and pricing lists and other valuable research, development,
8 commercial, financial, technical and/or proprietary information for which special
9 protection from public disclosure and from use for any purpose other than
10 prosecution of this action is warranted. Such confidential and proprietary materials
11 and information consist of, among other things, confidential business or financial
12 information, information regarding confidential business practices, or other
13 confidential research, development, or commercial information (including
14 information implicating privacy rights of third parties), information otherwise
15 generally unavailable to the public, or which may be privileged or otherwise
16 protected from disclosure under state or federal statutes, court rules, case decisions,
17 or common law. Accordingly, to expedite the flow of information, to facilitate the
18 prompt resolution of disputes over confidentiality of discovery materials, to
19 adequately protect information the parties are entitled to keep confidential, to ensure
20 that the parties are permitted reasonable necessary uses of such material in
21 preparation for and in the conduct of trial, to address their handling at the end of the
22 litigation, and to serve the ends of justice, a protective order for such information is
23 justified in this matter. It is the intent of the Parties that information will not be
24 designated as confidential for tactical reasons and that nothing be so designated
25 without a good faith belief that it has been maintained in a confidential, non-public
26 manner, and there is good cause why it should not be part of the public record of this
27 case.

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AMENDED STIPULATED PROTECTIVE ORDER

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1 **3. DEFINITIONS**

2 3.1. Action. This pending federal lawsuit.

3 3.2. Challenging Party. A Party or Nonparty that challenges the designation of
4 information or items under this Amended Stipulated Protective Order.

5 3.3. “CONFIDENTIAL” Information or Items. Information (regardless of how it
6 is generated, stored or maintained) or tangible things that qualify for
7 protection under Federal Rule of Civil Procedure 26(c), and as specified above
8 in the Good Cause Statement.

9 3.4. Counsel. Outside Counsel of Record and In-House Counsel (as well as their
10 support staff).

11 3.5. Designating Party. A Party or Nonparty that designates information or items
12 that it produces in disclosures or in responses to discovery as
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – Attorneys’ Eyes
14 Only.”

15 3.6. Disclosure or Discovery Material. All items or information, regardless of the
16 medium or manner in which it is generated, stored, or maintained (including,
17 among other things, testimony, transcripts, and tangible things), that is
18 produced or generated in disclosures or responses to discovery in this matter.

19 3.7. Expert. A person with specialized knowledge or experience in a matter
20 pertinent to the litigation who has been retained by a Party or its counsel to
21 serve as an expert witness or as a consultant in this Action.

22 3.8. HIGHLY CONFIDENTIAL – Attorneys’ Eyes Only. means extremely
23 sensitive “CONFIDENTIAL” information the disclosure of which to another
24 Party or Nonparty would create a substantial risk of serious harm that could
25 not be avoided by less restrictive means.

26 3.9. In-House Counsel. Attorneys who are employees of a Party to this Action. In-
27 House Counsel does not include Outside Counsel of Record or any other
28 outside counsel.

1 3.10. Nonparty. Any natural person, partnership, corporation, association, or
2 other legal entity not named as a Party to this action.

3 3.11. Outside Counsel of Record. Attorneys who are not employees of a Party
4 to this Action but are retained to represent or advise a Party to this Action and
5 have appeared in this Action on behalf of that Party or are affiliated with a
6 law firm which has appeared on behalf of that Party, and includes support
7 staff.

8 3.12. Party. Any Party to this Action, including all of its officers, directors,
9 employees, consultants, retained experts, In-House Counsel, and Outside
10 Counsel of Record (and their support staffs).

11 3.13. Producing Party. A Party or Nonparty that produces Disclosure or
12 Discovery Material in this Action.

13 3.14. Professional Vendors. Persons or entities that provide litigation support
14 services (e.g., photocopying, videotaping, translating, preparing exhibits or
15 demonstrations, and organizing, storing, or retrieving data in any form or
16 medium) and their employees and subcontractors.

17 3.15. Protected Material. Any Disclosure or Discovery Material that is
18 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
19 Attorneys’ Eyes Only.”

20 3.16. Receiving Party. A Party that receives Disclosure or Discovery Material
21 from a Producing Party.

22 **4. SCOPE**

23 The protections conferred by this Amended Stipulated Protective Order cover
24 not only Protected Material, but also (1) any information copied or extracted from
25 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
26 Material; and (3) any testimony, conversations, or presentations by Parties or their
27 Counsel that might reveal Protected Material.

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1 Any use of Protected Material at trial shall be governed by the orders of the
 2 trial judge. This Amended Stipulated Protective Order does not govern the use of
 3 Protected Material at trial.

4 **5. DURATION**

5 Even after final disposition of this litigation, the confidentiality obligations
 6 imposed by this Amended Stipulated Protective Order shall remain in effect until a
 7 Designating Party agrees otherwise in writing or a court order otherwise directs.

8 Final disposition shall be deemed to be the later of (1) dismissal of all claims
 9 and defenses in this Action, with or without prejudice; and (2) final judgment herein
 10 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
 11 reviews of this Action, including the time limits for filing any motions or applications
 12 for extension of time pursuant to applicable law.

13 **6. DESIGNATING PROTECTED MATERIAL**

14 **6.1. Exercise of Restraint and Care in Designating Material for**
 15 **Protection.**

16 Each Party or Nonparty that designates information or items for
 17 protection under this Amended Stipulated Protective Order must take care to
 18 limit any such designation to specific material that qualifies under the
 19 appropriate standards. The Designating Party must designate for protection
 20 only those parts of material, documents, items, or oral or written
 21 communications that qualify so that other portions of the material, documents,
 22 items, or communications for which protection is not warranted are not swept
 23 unjustifiably within the ambit of this Amended Stipulated Protective Order.

24 Mass, indiscriminate, or routinized designations are prohibited.
 25 Designations that are shown to be clearly unjustified or that have been made
 26 for an improper purpose (e.g., to unnecessarily encumber the case development
 27 process or to impose unnecessary expenses and burdens on other parties) may
 28 expose the Designating Party to sanctions.

1 6.2. Manner and Timing of Designations.

2 Except as otherwise provided in this Amended Stipulated Protective
 3 Order (see, e.g., Section 6.2(a)), or as otherwise stipulated or ordered,
 4 Disclosure or Discovery Material that qualifies for protection under this
 5 Amended Stipulated Protective Order must be clearly so designated before the
 6 material is disclosed or produced.

7 Designation in conformity with this Amended Stipulated Protective
 8 Order requires the following:

- 9 (a) For information in documentary form (e.g., paper or electronic
 10 documents, but excluding transcripts of depositions or other pretrial or
 11 trial proceedings), that the Producing Party affix at a minimum, the
 12 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
 13 Attorneys’ Eyes Only” to each page that contains such Protected
 14 Material. If only a portion or portions of the material on a page qualifies
 15 for protection, the Producing Party also must clearly identify the
 16 protected portion(s) (e.g., by making appropriate markings in the
 17 margins).

18 A Party or Nonparty that makes original documents available for
 19 inspection need not designate them for protection until after the
 20 inspecting Party has indicated which documents it would like copied
 21 and produced. During the inspection and before the designation, all of
 22 the material made available for inspection shall be deemed
 23 “CONFIDENTIAL.” After the inspecting Party has identified the
 24 documents it wants copied and produced, the Producing Party must
 25 determine which documents, or portions thereof, qualify for protection
 26 under this Amended Stipulated Protective Order. Then, before
 27 producing the specified documents, the Producing Party must affix the
 28 legend “CONFIDENTIAL”⁶ or “HIGHLY CONFIDENTIAL –

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1 Attorneys' Eyes Only" to each page that contains applicable Protected
 2 Material. If only a portion or portions of the material on a page qualifies
 3 for protection, the Producing Party also must clearly identify the
 4 protected portion(s) (e.g., by making appropriate markings in the
 5 margins).

- 6 (b) For testimony given in depositions, that the Designating Party identify
 7 the Disclosure or Discovery Material on the record, before the close of
 8 the deposition, all protected testimony.
- 9 (c) For information produced in nondocumentary form, and for any other
 10 tangible items, that the Producing Party affix in a prominent place on
 11 the exterior of the container or containers in which the information is
 12 stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL
 13 – Attorneys' Eyes Only," as applicable. If only a portion or portions of
 14 the information warrants protection, the Producing Party, to the extent
 15 practicable, shall identify the protected portion(s).

16 6.3. Inadvertent Failure to Designate.

17 If timely corrected, an inadvertent failure to designate qualified
 18 information or items does not, standing alone, waive the Designating Party's
 19 right to secure protection under this Amended Stipulated Protective Order for
 20 such material. Upon timely correction of a designation, the Receiving Party
 21 must make reasonable efforts to assure that the material is treated in
 22 accordance with the provisions of this Amended Stipulated Protective Order.

23 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 7.1. Timing of Challenges.

25 Any Party or Nonparty may challenge a designation of confidentiality
 26 at any time that is consistent with the Court's Scheduling Order.

27 7.2. Meet and Confer.

28 The Challenging Party shall initiate the dispute resolution process,

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which shall comply with Local Rule 37.1 et seq., and with Section 4 of Judge Audero's Procedures ("Mandatory Telephonic Conference for Discovery Disputes"). The Challenging Party shall provide specific bates numbers for each confidentiality designation that is being challenged as part of the meet and confer process.

7.3. Burden of Persuasion.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

8. ACCESS TO AND USE OF PROTECTED MATERIALS

8.1. Basic Principles.

A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Nonparty in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Amended Stipulated Protective Order. When the Action reaches a final disposition, a Receiving Party must comply with the provisions of Section 14 below.

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Amended Stipulated Protective Order.

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1 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

2 Unless otherwise ordered by the Court or permitted in writing by the
 3 Designating Party, a Receiving Party may disclose any information or item
 4 designated “CONFIDENTIAL” only to:

- 5 (a) The Receiving Party’s Outside Counsel of Record, as well as
 employees, contractors, and agents of said Outside Counsel of Record
 to whom it is reasonably necessary to disclose the information for this
 Action;
- 6 (b) The officers, directors, and employees (including In-House Counsel) of
 the Receiving Party to whom disclosure is reasonably necessary for this
 Action;
- 7 (c) Experts of the Receiving Party to whom disclosure is reasonably
 necessary for this Action and who have signed the “Acknowledgment
 and Agreement to Be Bound” (Exhibit A);
- 8 (d) The Court and its personnel;
- 9 (e) Court reporters and their staff;
- 10 (f) Professional jury or trial consultants, mock jurors, and Professional
 Vendors to whom disclosure is reasonably necessary or this Action and
 who have signed the “Acknowledgment and Agreement to be Bound”
 (Exhibit A);
- 11 (g) The author or recipient of a document containing the information or a
 custodian or other person who otherwise possessed or knew the
 information;
- 12 (h) During their depositions, witnesses, and attorneys for witnesses, in the
 Action to whom disclosure is reasonably necessary provided: (i) the
 deposing party requests that the witness sign the “Acknowledgment and
 Agreement to Be Bound” (Exhibit A); and (ii) the witness will not be
 permitted to keep any confidential information unless they sign the

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1 “Acknowledgment and Agreement to Be Bound,” unless otherwise
 2 agreed by the Designating Party or ordered by the Court. Pages of
 3 transcribed deposition testimony or exhibits to depositions that reveal
 4 Protected Material may be separately bound by the court reporter and
 5 may not be disclosed to anyone except as permitted under this Amended
 6 Stipulated Protective Order; and

- 7 (i) Any mediator or settlement officer, and their supporting personnel,
 8 mutually agreed upon by any of the parties engaged in settlement
 9 discussions.

10 8.3.Disclosure of “HIGHLY CONFIDENTIAL – Attorneys’ Eyes Only”
 11 Information or Items.

12 Unless otherwise ordered by the Court or permitted in writing by the
 13 Designating Party, a Receiving Party may disclose any information or item
 14 designated “HIGHLY CONFIDENTIAL – Attorneys’ Eyes Only” only to:

- 15 (a) The Receiving Party’s Outside Counsel of Record, as well as
 employees, contractors, and agents of said Outside Counsel of Record,
 who are bound by this Amended Protective Order to whom it is
 reasonably necessary to disclose the information for this Action;
- 16 (b) Experts of the Receiving Party to whom disclosure is reasonably
 necessary for this Action and who have signed the “Acknowledgment
 and Agreement to Be Bound” (Exhibit A);
- 17 (c) The Court and its personnel;
- 18 (d) Court reporters and their staff;
- 19 (e) Professional jury or trial consultants, mock jurors, and Professional
 Vendors to whom disclosure is reasonably necessary or this Action and
 who have signed the “Acknowledgment and Agreement to be Bound”
 (Exhibit A);
- 20 (f) The author or recipient of a document containing the information or a

21 AMENDED STIPULATED PROTECTIVE ORDER

22 Case No. 2:22-cv-07500-MCS-MAA

custodian or other person who otherwise possessed or knew the information; and

- (g) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**9. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – Attorneys’ Eyes Only” that Party must:

- (a) Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
 - (b) Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Amended Stipulated Protective Order. Such notification shall include a copy of this Amended Stipulated Protective Order; and
 - (c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

**10. A NONPARTY'S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION**

10.1. Application.

The terms of this Amended Stipulated Protective Order are applicable to information produced by a Nonparty in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – Attorneys’ Eyes Only.” Such information produced¹ by Nonparties in connection with this

litigation is protected by the remedies and relief provided by this Amended Stipulated Protective Order. Nothing in these provisions should be construed as prohibiting a Nonparty from seeking additional protections.

10.2. Notification.

In the event that a Party is required, by a valid discovery request, to produce a Nonparty's confidential information in its possession, and the Party is subject to an agreement with the Nonparty not to produce the Nonparty's confidential information, then the Party shall:

- (a) Promptly notify in writing the Requesting Party and the Nonparty that some or all of the information requested is subject to a confidentiality agreement with a Nonparty;
- (b) Promptly provide the Nonparty with a copy of the Amended Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
- (c) Make the information requested available for inspection by the Nonparty, if requested.

10.3. Conditions of Production.

If the Nonparty fails to seek a protective order from this Court within fourteen (14) days after receiving the notice and accompanying information, the Receiving Party may produce the Nonparty's confidential information responsive to the discovery request. If the Nonparty timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Nonparty before a determination by the Court. Absent a court order to the contrary, the Nonparty shall bear the burden and expense of seeking protection in this Court of its Protected Material.

11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed

AMENDED STIPULATED PROTECTIVE ORDER

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1 Protected Material to any person or in any circumstance not authorized under this
 2 Amended Stipulated Protective Order, the Receiving Party immediately must (1)
 3 notify in writing the Designating Party of the unauthorized disclosures, (2) use its
 4 best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform
 5 the person or persons to whom unauthorized disclosures were made of all the terms
 6 of this Amended Stipulated Protective Order, and (4) request such person or persons
 7 to execute the “Acknowledgment and Agreement to be Bound” (Exhibit A).

8 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
 9 PROTECTED MATERIAL**

10 When a Producing Party gives notice to Receiving Parties that certain
 11 inadvertently produced material is subject to a claim of privilege or other protection,
 12 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 13 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 14 may be established in an e-discovery order that provides for production without prior
 15 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
 16 parties reach an agreement on the effect of disclosure of a communication or
 17 information covered by the attorney-client privilege or work product protection, the
 18 parties may incorporate their agreement in the Amended Stipulated Protective Order
 19 submitted to the Court.

20 **13. MISCELLANEOUS**

21 13.1. Right to Further Relief.

22 Nothing in this Amended Stipulated Protective Order abridges the right
 23 of any person to seek its modification by the Court in the future.

24 13.2. Right to Assert Other Objections.

25 By stipulating to the entry of this Amended Stipulated Protective Order,
 26 no Party waives any right it otherwise would have to object to disclosing or
 27 producing any information or item on any ground not addressed in this
 28 Amended Stipulated Protective Order. Similarly, no Party waives any right to

1 object on any ground to use in evidence of any of the material covered by this
 2 Amended Stipulated Protective Order.

3 **13.3. Filing Protected Material.**

4 A Party that seeks to file under seal any Protected Material must comply
 5 with Local Rule 79-5. Protected Material may only be filed under seal pursuant
 6 to a court order authorizing the sealing of the specific Protected Material at
 7 issue. If a Party's request to file Protected Material under seal is denied by the
 8 Court, then the Receiving Party may file the information in the public record
 9 unless otherwise instructed by the Court.

10 **14. FINAL DISPOSITION**

11 After the final disposition of this Action, within sixty (60) days of a written request
 12 by the Designating Party, each Receiving Party must return all Protected Material to
 13 the Producing Party or destroy such material. As used in this subdivision, "all
 14 Protected Material" includes all copies, abstracts, compilations, summaries, and any
 15 other format reproducing or capturing any of the Protected Material. Whether the
 16 Protected Material is returned or destroyed, the Receiving Party must submit a
 17 written certification to the Producing Party (and, if not the same person or entity, to
 18 the Designating Party) by the 60-day deadline that (1) identifies (by category, where
 19 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
 20 that the Receiving Party has not retained any copies, abstracts, compilations,
 21 summaries or any other format reproducing or capturing any of the Protected
 22 Material. Notwithstanding this provision, Counsel is entitled to retain an archival
 23 copy of all pleadings; motion papers; trial, deposition, and hearing transcripts; legal
 24 memoranda; correspondence; deposition and trial exhibits; expert reports; attorney
 25 work product; and consultant and expert work product, even if such materials contain
 26 Protected Material. Any such archival copies that contain or constitute Protected
 27 Material remain subject to this Amended Stipulated Protective Order as set forth in
 28 Section 5.

1 **15. VIOLATION**

2 Any violation of this Amended Stipulated Order may be punished by any and
3 all appropriate measures including, without limitation, contempt proceedings and/or
4 monetary sanctions.

5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

6
7 Dated: June 15, 2023

Respectfully Submitted

8 By: /s/ Frederic G. Ludwig, III

9 Frederic G. Ludwig, III

10 LUDWIG, APC

11 Attorneys for Plaintiff THE
SLIDING DOOR COMPANY

12 Dated: June 15, 2023

13 By: /s/ James E. Doroshow

14 James E. Doroshow

15 Lauren Sabol (*pro hac vice*)

16 FOX ROTHCCHILD LLP

17 Attorneys for Defendant THE
GLASS DOOR COMPANY, INC.,
d/b/a DOORS22

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, [full name], of [address], declare under penalty of perjury that I have read in its entirety and understand the Amended Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *The Sliding Door Company v. The Glass Door Company, Inc.*, d/b/a DOORS22, Case No. 2:22-cv-07500-MCS-MAA. I agree to comply with and to be bound by all the terms of this Amended Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Amended Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Amended Stipulated Protective Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Central District of California for the purpose of enforcing the terms of this
16 Amended Stipulated Protective Order, even if such enforcement proceedings occur
17 after termination of this action. I hereby appoint [full name] of [address] and
18 [telephone number] as my California agent for service of process in connection with
19 this action or any proceedings related to enforcement of this Amended Stipulated
20 Protective Order.

22 Signature:

23 Name Printed:

24 Date:

25 || City, State Where Sworn and Signed:

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

THE SLIDING DOOR COMPANY,
a California corporation,

Case No. 2:22-cv-07500-MCS-MAA

Plaintiff,

V.

THE GLASS DOOR COMPANY,
INC., d/b/a DOORS22, a Florida
corporation,

Defendant.

**[PROPOSED] ORDER RE AMENDED
STIPULATED PROTECTIVE ORDER**

FOR GOOD CAUSE appearing from the parties' stipulation, IT IS SO ORDERED.

DATED this 16th day of June, 2023.

~~Hon. Maria A. Audero
United States Magistrate Judge~~